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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
EUGENE DIVISION

LAWRENCE JAMES SACCATO,

Plaintiff Pro Se,

Case No. 6:10-cv-06244-AA

v.

U.S. BANK NATIONAL ASSOCIATION
N.D., et al.

Defendants.

DECLARATION OF STEPHANIE
BUCKLEY

I, Stephanie Buckley, do attest and declare:

1. I am the Vice President of Retail Payment Solutions Collections Support for U.S. Bank National Association ND. I am over 18 years of age and am competent to make the statements in this Declaration. If called to testify in court, I would testify as set forth herein.
2. In my capacity as Vice President, I oversee the collections support group of 50 employees. In addition to other responsibilities, my group is responsible for responding to all credit bureau disputes related to credit cards and unsecured lines of credit.
3. I understand that Lawrence Saccato has sued U.S. Bank alleging that it has violated the Fair Credit Reporting Act. I have reviewed documents related to those allegations

and am familiar with Mr. Saccato's claim. I understand that Mr. Saccato has complained to the credit reporting agencies that U.S. Bank was reporting certain credit card accounts as delinquent that Mr. Saccato claimed were not his.

4. I have reviewed bank records related to this dispute. U.S. Bank uses a program known as E-Oscar. E-Oscar is a vehicle through which dispute information is transferred between credit reporting bureaus and data furnishers like the bank. The system was developed in response to the Fair Credit Reporting Act which requires national consumer reporting agencies to implement an automated system through which banks may report the results of a dispute. As a part of that system, the bank has access to records related to disputes and investigations.

5. I have reviewed E-Oscar records related to Mr. Saccato's claim. According to those records, U.S. Bank received notice of the dispute on April 21, 2010 from Experian and Transunion. U.S. Bank thereafter conducted an investigation and on April 23, 2010 reported the results of that investigation to both Experian and Transunion.

6. When a dispute, like Mr. Saccato's, is received from one of the credit bureaus, the bank immediately investigates. Any identifying information that is listed within the dispute is used to look up the customer in the U.S. Bank systems or in the other public record systems (Lexis Nexis or FastData) that we have access to. Demographic information is verified to ensure the correct customer has been located, and then it is determined which account's history is being disputed – open date, balance amount, credit limit, delinquencies, etc.

7. The disputed information is then compared to the actual account history. The system information is reviewed, the notes are read, along with verifying whether any other disputes have been submitted on the account in the past. An update will be performed if the disputed item is actually being reported incorrectly or if there had been a bank error.

8. In addition, after this case was filed, I conducted an additional investigation which further confirms that the accounts are in fact Mr. Saccato's and that his contrary claims are completely without merit. I have located an account application for one of his DBA's, Kendall Holdings, that is signed by him and lists a prior address for him. A true and correct copy of that account application is attached as Exhibit A.

9. I have located the account statements for all of the credit card accounts that identify Mr. Saccato as the primary account holder. One of these accounts lists a plane ticket that was purchased in Mr. Saccato's name. True and correct copies of account statements from each of the accounts are attached as Exhibit B, including the account statement identifying the plane ticket purchased in Mr. Saccato's name.

10. I have located copies of checks used to pay down the balance of some of these accounts which were written from Mr. Saccato's own checking accounts and appear to be signed by him. True and correct copies of three of those checks are attached as Exhibit C.

11. I am aware of no further investigation I could perform to confirm that these accounts are in fact Mr. Saccato's. I have not seen anything in the file that indicates Mr. Saccato has provided us with any reason to dispute that these accounts are in fact his.

The foregoing statements are made under penalty of perjury on this 30th day of September, 2011, at St. Louis, Missouri.


Stephanie Buckley

Visa® Platinum Acceptance Certificate



PRE-QUALIFIED

10062971219290

Kendall Holdings
1553 Kendall St
Roseburg, OR 97470-5323
Confirmation Code MUB1269061
UPV PC1945 LC 8879 SC9214

Choose one: Individual Account Joint Account

PLEASE NOTE: Incomplete information may result in an automatic denial of credit. Please complete entire application. Rate, fee and other cost information are located on the enclosed insert. Please print.

05/06/1955 552-04-8351

Date of birth Social Security number

(541) 672 9590

Home phone Monthly mortgage/rental amount

Email address

14-dayay Stores

Employer

100 K (541) 672 9350

Annual household income

Business phone

† Alimony, child support or separate maintenance payments need not be revealed if you do not wish to have it considered as a basis for repaying the obligation.

If this is to be a joint account, please print the co-applicant's name, and have him/her sign below. Two cards will be sent.

Note: If this is to be an individual account, married Wisconsin residents must provide the name and address of spouse in the co-applicant section. If this credit account is opened, we may give notice of the opening to the applicant's spouse.

Co-applicant/Spouse first name MI Last name

Co-applicant/Spouse address (No P.O. Boxes allowed under federal law)

Co-applicant date of birth Co-applicant Social Security number

Applicant Signature for Payment Protection

Yes! I wish to protect my account balance in the event of disability, involuntary unemployment, family leave or death as described at a cost of 75¢ per \$100 of my ending monthly balance.* I understand that enrollment is voluntary and I am free to cancel my coverage at any time. I acknowledge that I have received the insurance disclosures on the back of this form. (CA Residents: My signature below means that I have read and understand the Application of Credit Protection on the reverse side.)

Policy Forms 10085-2-28, 11282, 11435 W.

X Applicant signature: *Not accepted*

Form K077 01/06

X Co-applicant signature: SIGN HERE

Birth date: / /

Birth date: / /

103106

TC28570

Please reply by October 31, 2006.

Web: www.usbank.com/2006usb3

Phone: 1-888-777-4444



- Generous credit limit
- 0.00% APR on balance transfers for 15 billing cycles*

* See reverse side of this letter and enclosed insert for full terms of this offer.

Easy Balance Transfer Form

Yes! You have my authorization to transfer these balances to my new U.S. Bank Visa Platinum Card account.**

Credit Issuer/Company we are to pay	Account #s that you want us to pay	Credit Card Issuer/Address	Total
Wells Fargo	541464317434 6380	P.O. Box 573479 Los Angeles 90054	25,000.00
Citi	542418017744 8554	P.O. Box 6309 The Lakes NV 89120	5,000.00

You can also transfer balances when you apply by phone at 1-888-777-4444.

Signature *Not accepted* Total
(minimum \$250.00)
X Applicant signature 10 120 106
Date

**Balance transfer transactions from other U.S. Bank accounts are not permitted. Refer to balance transfer section on back of letter and below for fees and rates.

I acknowledge that I have read the important information below and on the back of this page.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

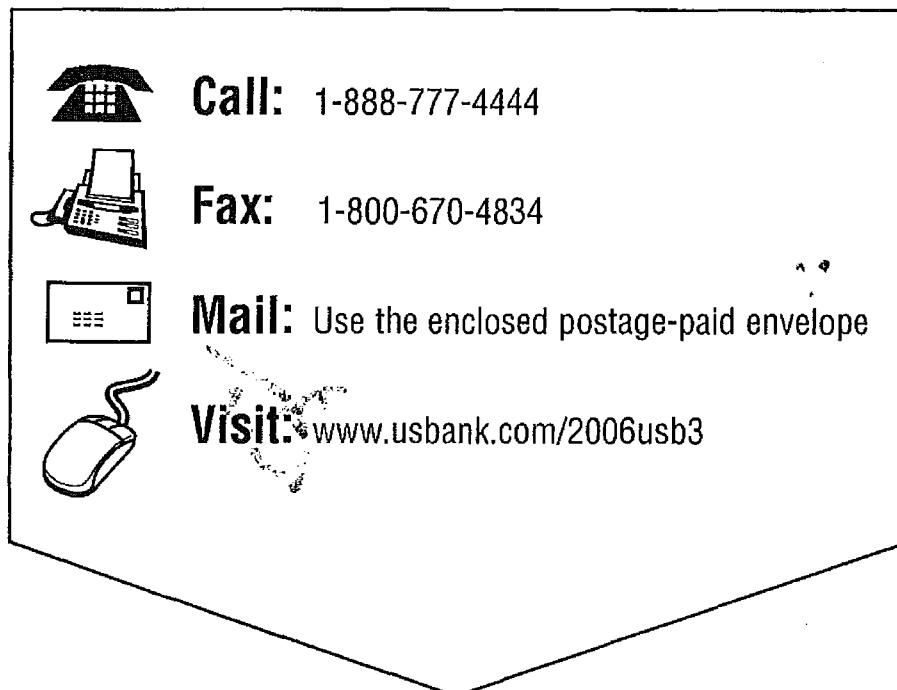
EXPANDED ACCOUNT ACCESS: By submitting this application, you request that (a) this Account, if opened, be accessible by any card(s) that we or our bank affiliates may issue to you now or in the future or (b) any card(s) you may select now or in the future, and (b) for this Account, any card issued to you or PMI you select access multiple checking, savings, free or credit or credit card account(s) in your name held by us or any of our bank affiliates. "Access" means use of a card or account number and PIN to conduct a transaction via telephone, ATM or via telephone, personal computer banking, or any other available method. There are no additional fees or charges for expanded account access, fees and terms disclosed for each account apply. You understand that at U.S. Bank ATMs, this expanded account access may be available for up to five years and that we will issue lines of credit or credit card accounts and that at other ATMs and with other methods of access, other limitations may apply. By signing below, you understand and agree that U.S. Bank National Association ND ("we", "us" or "our") as the creditor and issuer of your Account, will rely on the information provided to us in making this credit decision, and you certify that such information is accurate and complete to the best of your knowledge. If we open an Account based on this application, you will be individually liable (or, for joint accounts, individually and jointly liable) for all authorized charges and for all fees referred to in the most recent Account Agreement, which may be amended from time to time. We may request consumer credit reports about you for evaluating this application and in the future for reviewing Account credit limits, for Account renewal, for servicing and collection purposes, and for other legitimate purposes associated with your Account. Upon your request, we will inform you if a consumer report was requested and, if it was, provide you with the name and address of the consumer reporting agency that furnished the report. By signing below, you also agree that we may verify your employment, income, address and all other information provided with your creditors, credit reporting agencies, employers, third parties, and through records maintained by federal and state agencies (including any state motor vehicle department) and you are giving us the right to confidentially you may have in that information under applicable law. By signing below you certify that you have read and understood the disclosures herein and you agree to the terms of this application.

Signature *Not accepted* 10 120 106
X Applicant signature Date

X Co-applicant signature 10 120 106
Date

PRESCREEN & OPT-OUT NOTICE

Information in your consumer credit report was used to extend this offer of credit to you. You received this offer of credit because you satisfied our criteria for creditworthiness. Please know that this offer may not be extended after you respond if you do not continue to meet the criteria by which you were selected, or if new information indicates that you no longer meet the criteria. You have a right to prohibit information in your credit report at any consumer reporting agency from being used to send you offers of credit which you did not request. You can exercise this right by notifying the three major credit reporting agencies: Equifax, Experian and TransUnion. Call toll-free 1-888-5OPTOUT (1-888-567-8688). Or write to: TransUnion Opt Out Request, P.O. Box 505, Woodlyn, PA 19094-0505; Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123; Experian Consumer Opt Out, P.O. Box 919, Allen, TX 75013 or call 1-888-567-8688.



January Statement for activity from Dec. 23, 2005 through Jan. 25, 2006
EMERALD INVESTMENT CO , LAWRENCE J SACCATO (CPN 000294882) **Inquiries: 1-866-485-4545**
BUS 816 Page 1 of 2

Your U.S. Bank Visa® Business Card account at [balance.com](#) Account: 4833 4920 0009 7646

Activity Summary		Credit and Payment Information	
Previous Balance.....	\$1,894.13	Credit Line	\$17,000.00
Payments and Credits	\$250.00	Available Credit	\$13,067.43
Purchases, Advances & Other Debits	\$2,242.74	Minimum Payment Due (Current Month)...	\$79.00
FINANCE CHARGES	\$45.70	Minimum Payment Due (Past Due)	\$0.00
New Balance.....	\$3,932.57	Total New Minimum Payment Due.....	\$79.00
		Payment Due Date	Feb. 19, 2006

To reduce or avoid paying additional finance charges on your purchase balance, pay the total new balance of \$3,932.57 by 02/19/06. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

Transactions

Post Date	Trans Date	Ref.	Description of Transaction	Amount	Notation
Payments and Credits					
01/11	01/11	0151	PAYMENT THANK YOU.....	\$250.00	CR
Purchases, Advances, Debits					
12/23	12/21	4521	US AIRWAY0371289575332 ATLANTA CURRIE/ALYNN 01/16/06 PHOENIX ARIZ TO PHOENIX ARIZ PHOENIX ARIZ TO MAZATLAN MEX MAZATLAN MEX TO PHOENIX ARIZ PHOENIX ARIZ TO PORTLAND ORE	GA..... \$505.04	
12/23	12/21	4704	US AIRWAY0371289575723 ATLANTA SACCATO/LAWREN 01/16/06 MAZATLAN MEX TO PHOENIX ARIZ PHOENIX ARIZ TO MAZATLAN MEX MAZATLAN MEX TO PORTLAND ORE	GA..... \$598.04	
12/23	12/22	8883	EXPEDIA*SERVICE FEES 800-367-3476 NV.....	\$5.00	
12/23	12/22	0293	EXPEDIA*SERVICE FEES 800-367-3476 NV.....	\$5.00	
01/17	01/13	3549	SHERWIN WILLIAMS #8118 ROSEBURG OR.....	\$1,129.66	
Finance Charges					
01/25			***FINANCE CHARGE***INTEREST	\$45.70	

Continued on Next Page

DUPLICATE REPRINTED STATEMENT Please detach and send coupon with payment.

GPN 000294882



To change your address or for
Cardmember Service please call:
1-866-485-4545 Every Hour! Every Day!

EMERALD INVESTMENT CO
LAWRENCE J SACCATO
1553 KENDALL ST
ROSEBURG OR 97470-5323

00009892

Your Account Number: 4833 4920 0009 7646
Total New Balance: \$3,932.57
Minimum Payment Due: \$79.00
Payment Due Date: Enter Amount of Payment Due (Closest Date)
Feb. 19, 2006

818, 2000

P.O. Box 790408
St. Louis, MO 63179-0408


USB/SACC 000208

January Statement for activity from Dec. 23, 2005 through Jan. 25, 2006
 EMERALD INVESTMENT CO, LAWRENCE J SACCATO (CPN 000294882)

Inquiries: 1-866-485-4545
 Page 2 of 2

Company Approval (This area is for use only by company approvers)

Signature/Approval: _____ Accounting Code: _____

Rate Summary	Balance	Avg Daily	Daily	Rate	Conv. P.	APR	Grace
Balance Type	By Type	Balance	Periodic Rate	Type	Interest	APR	This Period
BALANCE TRANSFER	\$0.00	\$0.00	0.040383%	VARIABLE	\$0.00	14.74%	0.00%
PURCHASES	\$3,932.57	\$3,328.84	0.040383%	VARIABLE	\$45.70	14.74%	14.74%
ADVANCES	\$0.00	\$0.00	0.055452%	VARIABLE	\$0.00	20.24%	0.00%

Important Messages

Thank you for your business in 2005. We are committed to providing you the highest level of customer service and look forward to serving your financial needs in 2006.

Remember to use your Visa Business Card to pay monthly bills like phone, utilities, equipment rental, and memberships. Avoid the hassle of writing checks and missing payments. For a complete listing of merchants that accept Visa for payment, visit www.visa.com/billpay.

Please contact us regarding your account: 1-866-485-4545



By Telephone:
Every Hour! Every Day!
 Voice: 1-866-485-4545
 TDD: 1-888-352-6455
 Fax: 1-866-807-9053



Send Inquiries to:
 Cardmember Service
 P.O. Box 6353
 Fargo, ND 58125-6353



Send Payments to:
 U.S. Bank
 P.O. Box 790408
 St. Louis, MO 63179-0408



By E-Mail:
 visit our website:
usbank.com

End of Statement

USB/SACC 000209

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

1. INTEREST CHARGE: Method of Computing Amount Subject to Interest: We calculate the periodic rate or interest portion of the INTEREST CHARGE by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. Credit insurance charges are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation.

2. Payment Information: Make checks payable to U.S. Bank National Association ND. Use the enclosed return envelope to mail your payment to: U.S. Bank National Association ND, P.O. Box 790408, St. Louis, MO 63179-0408. All payments by check or money order, in U.S. dollars and accompanied by a payment coupon will be credited to your Account on the day of receipt if received at this address by 5:00 p.m. CST on any banking day. Banking days are all calendar days except Saturday, Sunday, and federal holidays. Payments due over a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. Other types of mailed payments will be processed within five banking days of receipt by U.S. Bank and credited to your Account on the day of receipt.

3. Credit Reporting: We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

USB/SACC 000687



May Statement for activity from Apr. 30, 2011 through May 31, 2011
LARRY J SACCATO

Inquiries: 1-800-699-2281
Page 2 of 2

Interest/Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest	Variable	Interest	Annual Percentage Rate	Expires with Statement	Interest Free Period
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	0.00%	NO	
**PURCHASES	\$11,215.43	\$0.00	YES	\$0.00	0.00%	YES	
**ADVANCES	\$0.00	\$0.00		\$0.00	0.00%	NO	

Important Messages

Each time you or a third party on your behalf, pays your bill by personal check, you authorize us to convert that payment into an electronic debit. If the check is processed electronically, the checking account will be debited for the amount on the check and the debit will appear on your account statement. If you have any questions, please contact us at the inquiries phone number located on this statement.

For contact us regarding your account: 1-800-699-2281

☎ By Telephone:
Every Hour! Every Day!
Voice: 1-800-699-2281
TDD: 1-888-352-6455
Fax: 1-866-568-7729

✉ Send Inquiries to:
Cardmember Service
P.O. Box 6339
Fargo, ND 58125-6339

✉ Send Payments to:
U.S. Bank
P.O. Box 790408
St. Louis, MO 63179-0408

💻 Your Account
Online:
h-dvisa.com

End of Statement

USB/SACC 000688



L Saccat's
EXHIBIT NO. 11
C & C Reporting



May Statement for activity from Apr. 30, 2011 through May 31, 2011
LAWRENCE J SACCATO

Inquiries: 1-888-852-5786
BNK 35 Page 1 of 2

Your U.S. Bank Credit Line account at a glance

Account: 4190189866700614

Activity Summary		Payment Information	
Previous Balance	\$33,763.74	New Balance	\$32,681.21
Payments	\$0.00	Minimum Payment Due (Current Month)	\$0.00
Other Credits	\$0.00	Minimum Payment Due (Past Due)	\$0.00
Purchases	\$0.00	Total New Minimum Payment Due	\$0.00
Balance Transfers	\$0.00	Payment Due Date	Jun. 25, 2011
Advances	\$0.00		
Other Debits	\$0.00		
Past Due Amount	\$0.00		
Fees Charged	\$0.00		
Interest Charged	\$0.00		
New Balance	\$32,681.21		
Credit Line	None		
Available Credit	None		
Statement Close Date	May 31, 2011		
Days In Billing Cycle	32		

To avoid late charges, your payment must be posted by the due date of 06/25/11. Paying the new balance will not pay off your account. If you wish to pay your account in full, please call Customer Service for the payoff amount.

2011 Totals Year-to-Date	
Total Fees Charged in 2011	\$0.00
Total Interest Charged in 2011	\$0.00

Continued on Next Page

Please detach and send coupon with check payable to: U.S. Bank



114490080866700614000000000000032681215

To change your address or for
Customer Service please call:
1-888-852-5786 Every Hour! Every Day!

000025175 1 .SP 106481101499577

U.S. Bank

P.O. Box 790408
St. Louis, MO 63179-0408

III. THEORETICAL FRAMEWORK

USB/SACG 000239

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- **Account Information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

1. **INTEREST CHARGE:** Method of Computing Amount Subject to Interest: We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. Credit insurance charges are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation.

Note for Premier Line Plus Accounts: If your periodic statement shows a tiered balance in the Interest Charge Calculation Section, the interest portion of the periodic interest charge is calculated as noted above, with the following exceptions: The Standard Rate Average Daily Balances will be calculated individually by Purchase, Advance and Balance Transfer. The Tier One Price Discount and Tier Two Price Discount Average Daily Balances will be calculated individually by the rate tier.

2. **Payment Information:** Make checks payable to U.S. Bank National Association ND. Use the enclosed return envelope to mail your payment to: U.S. Bank National Association ND, P.O. Box 790408, St. Louis, MO 63179-0408. All payments by check or money order, in U.S. dollars and accompanied by a payment coupon will be credited to your Account on the day of receipt if received at this address by 5:00 p.m. CST on any banking day. Banking days are all calendar days except Saturday, Sunday, and federal holidays. Payments due over a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. Other types of mailed payments will be processed within five banking days of receipt by U.S. Bank and credited to your Account on the day of receipt.

3. **Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

USB/SACC 000240



May Statement for activity from Apr. 30, 2011 through May 31, 2011
LAWRENCE J SACCATO

Inquiries: 1-888-852-5786
Page 2 of 2

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest	Variable	Interest	Annual Percentage Rate	Expires With Statement	Interest Free Period
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	0.00%		NO
**PURCHASES	\$274.77	\$0.00	YES	\$0.00	0.00%		NO
**ADVANCES	\$36,918.64	\$0.00	YES	\$0.00	0.00%		NO

Important Messages

Each time you or a third party on your behalf, pays your bill by personal check, you authorize us to convert that payment into an electronic debit. If the check is processed electronically, the checking account will be debited for the amount on the check and the debit will appear on your account statement. If you have any questions, please contact us at the Inquiries phone number located on this statement.

To contact us regarding your account, 1-888-852-5786

By Telephone:
Every Hour! Every Day!
Voice: 1-888-852-5786
TDD: 1-800-846-2580
Fax: 1-866-568-7729

Send Inquiries to:
Customer Service
P.O. Box 6352
Fargo, ND 58125-6352

Send Payments to:
U.S. Bank
P.O. Box 790408
St Louis, MO 63179-0408

By E-Mail:
visit our website:
usbank.com

End of Statement

USB/SACC 000241

usbank.



HARLEY-DAVIDSON®
HIGH PERFORMANCE VISA®

C & C Reporting

EXHIBIT NO. 1

C & C Reporting

154

May Statement for activity from Apr. 30, 2011 through May 31, 2011
LARRY J SACCATO

Inquiries: 1-800-699-2281
BNK 35 Page 1 of 2

Your Harley-Davidson® High Performance Visa® Card account at a glance

Agreement 4190-0403-3596-3755

Activity Summary		Payment Information	
Previous Balance	\$7,437.24	New Balance	\$7,221.72
Payments	\$0.00	Minimum Payment Due (Current Month)	\$0.00
Other Credits	\$0.00	Minimum Payment Due (Past Due)	\$0.00
Purchases	\$0.00	Total New Minimum Payment Due	\$0.00
Balance Transfers	\$0.00	Payment Due Date	Jun. 25, 2011
Advances	\$0.00		
Other Debits	\$0.00		
Past Due Amount	\$0.00		
Fees Charged	\$0.00		
Interest Charged	\$0.00		
 New Balance	\$7,221.72	 Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to a \$35.00 Late Fee.	
Credit Line	None		
Available Credit	None		
Statement Close Date	May 31, 2011		
Days in Billing Cycle	32		

To reduce or avoid paying additional fees and interest charges on your purchase balance, pay the total new balance of \$7,221.72 by 06/25/11. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

2011 Totals Year-to-Date

Total Fees Charged in 2011	\$0.00
Total Interest Charged in 2011	\$0.00

Continued on Next Page

Please detach and send coupon with check payable to: U.S. Bank

usbank.

0741900403359637550000000000000007221720

To change your address or for
Cardmember Service please call:
1-800-699-2281 Every Hour! Every Day!

000025858 1 SP 106431101604217

Your Account Number:	4190 0403 3596 3755
Total New Balance:	\$7,221.72
Minimum Payment Due:	\$0.00
Payments Due Date:	Jun 25, 2011
<small>Minimum Payment Enclosed</small>	

U.S. Bank

P.O. Box 790408
St. Louis, MO 63179-0408

USB/SACC 000390

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. In your letter or call, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

1. **INTEREST CHARGE:** Method of Computing Amount Subject to Interest: We calculate the periodic rate or interest portion of the INTEREST CHARGE by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. Credit Insurance charges are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation.

2. **Payment Information:** Make checks payable to U.S. Bank National Association ND. Use the enclosed return envelope to mail your payment to: U.S. Bank National Association ND, P.O. Box 790408, St. Louis, MO 63179-0408. All payments by check or money order, in U.S. dollars and accompanied by a payment coupon will be credited to your Account on the day of receipt if received at this address by 5:00 p.m. CST on any banking day. Banking days are all calendar days except Saturday, Sunday, and federal holidays. Payments due over a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. Other types of mailed payments will be processed within five banking days of receipt by U.S. Bank and credited to your Account on the day of receipt.

3. **Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

USB/SACC 000391



May Statement for activity from Apr. 30, 2011 through May 31, 2011
LARRY J SACCATO

Inquiries: 1-800-699-2281
Page 2 of 2

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest	Variable	Interest	Annual Percentage Rate	Expires with Statement	Interest Free Period
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	0.00%		NO
**PURCHASES	\$8,493.90	\$0.00	YES	\$0.00	0.00%		YES
**ADVANCES	\$0.00	\$0.00		\$0.00	0.00%		NO

Important Messages

Each time you or a third party on your behalf, pays your bill by personal check, you authorize us to convert that payment into an electronic debit. If the check is processed electronically, the checking account will be debited for the amount on the check and the debit will appear on your account statement. If you have any questions, please contact us at the Inquiries phone number located on this statement.

To contact us regarding your account: 4190 0403 3596 3755

☎ By Telephone:
Every Hour! Every Day!
Voice: 1-800-699-2281
TDD: 1-888-352-6455
Fax: 1-866-568-7729

✉ Send Inquiries to:
Cardmember Service
P.O. Box 6339
Fargo, ND 58125-6339

✉ Send Payments to:
U.S. Bank
P.O. Box 790408
St. Louis, MO 63179-0408

💻 Your Account
Online:
h-dvisa.com

End of Statement

USB/SACC 000392



L Saccato
EXHIBIT NO. 9
C & C Reporting



May Statement for activity from Apr. 30, 2011 through May 31, 2011
KENDALL HOLDINGS

Inquiries: 1-800-285-8585
BNK 35 Page 1 of 2

YOUR U.S. Bank Platinum Visa® Card account at a glance

Account 4037840006645319

Activity Summary		Payment Information	
Previous Balance	\$9,334.83	New Balance	\$8,965.98
Payments.....	\$0.00	Minimum Payment Due (Current Month)	\$0.00
Other Credits	\$0.00	Minimum Payment Due (Past Due)	\$0.00
Purchases.....	\$0.00	Total New Minimum Payment Due	\$0.00
Balance Transfers	\$0.00	Payment Due Date	Jun. 25, 2011
Advances.....	\$0.00		
Other Debits	\$0.00		
Past Due Amount	\$0.00		
Fees Charged.....	\$0.00		
Interest Charged.....	\$0.00		
 New Balance	\$8,965.98		
Credit Line	None		
Available Credit	None		
Statement Close Date.....	May 31, 2011		
Days In Billing Cycle	32		

To reduce or avoid paying additional fees and interest charges on your purchase balance, pay the total new balance of \$8,965.98 by 06/25/11. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

2011 Totals Year-to-Date

Continued on Next Page

Please detach and send coupon with check payable to: U.S. Bank



To change your address or for
Cardmember Service please call:
1-800-285-8585 Every Hour! Every Day!

000461246 1 SP 106481102160504

Your Account Number:	4037 8400 0664 5319
Total New Balance:	\$8,965.98
Minimum Payment Due:	\$0.00
Payment Due Date:	06/25/2011
Amount of Payment Enclosed:	\$0.00
Comments:	Jun. 25, 2011

U.S. Bank

P.O. Box 790408
St. Louis, MO 63179-0408

USB/SACC 000578

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. In your letter or call, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount.
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

1. **INTEREST CHARGE:** Method of Computing Amount Subject to Interest: We calculate the periodic rate or interest portion of the INTEREST CHARGE by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit Insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. Credit Insurance charges are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation.

2. **Payment Information:** Make checks payable to U.S. Bank National Association ND. Use the enclosed return envelope to mail your payment to: U.S. Bank National Association ND, P.O. Box 790408, St. Louis, MO 63179-0408. All payments by check or money order, in U.S. dollars and accompanied by a payment coupon will be credited to your Account on the day of receipt if received at this address by 5:00 p.m. CST on any banking day. Banking days are all calendar days except Saturday, Sunday, and federal holidays. Payments due over a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. Other types of mailed payments will be processed within five banking days of receipt by U.S. Bank and credited to your Account on the day of receipt.

3. **Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

USB/SACC 000579



May Statement for activity from Apr. 30, 2011 through May 31, 2011
KENDALL HOLDINGS

Inquiries: 1-800-285-8585
Page 2 of 2

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest	Variable	Interest	Annual Percentage Rate	Expires with Statement	Interest Free Period
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	0.00%		NO
**PURCHASES	\$10,515.85	\$0.00	YES	\$0.00	0.00%		YES
**ADVANCES	\$0.00	\$0.00		\$0.00	0.00%		NO

Important Messages

Each time you or a third party on your behalf, pays your bill by personal check, you authorize us to convert that payment into an electronic debit. If the check is processed electronically, the checking account will be debited for the amount on the check and the debit will appear on your account statement. If you have any questions, please contact us at the Inquiries phone number located on this statement.

To contact us regarding your account... 403-78400-0664-5319

By Telephone:
Every Hour! Every Day!
Voice: 1-800-285-8585
TDD: 1-888-352-6455
Fax: 1-866-568-7729

Send Inquiries to:
Cardmember Service
P.O. Box 6352
Fargo, ND 58125-6352

Send Payments to:
U.S. Bank
P.O. Box 790408
St. Louis, MO 63179-0408

By E-Mail:
visit our website:
usbank.com

End of Statement

USB/SACC 000580

Page 1 of 1

May. 10, 2011 4:59PM (US Banker Svc)

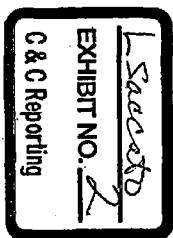
No. 7223 p.p. 2

<p>Please attach and send coupon with check payable to: U.S. Bank</p> <p>0048334920000976460000443000020476522</p>		CPN 00005442												
<p>usbank The Best Banks</p>														
<p>To change your address or for Customer Service please call: 1-866-405-1543 Every Hour! Every Day!</p>														
<p>TESTING 17 PG</p> <p>EMERALD INVESTMENT CO LAWRENCE SACCATO PO BOX 143 GLIDE OR 97443-0143</p>		<table border="1"> <tr> <td colspan="2">Your Account Number: 4833 4920 0009 7646</td> </tr> <tr> <td colspan="2">Total New Balance: \$20,976.52</td> </tr> <tr> <td colspan="2">Minimum Payment Due: \$443.00</td> </tr> <tr> <td colspan="2">Payment Due Date: 11/20/08</td> </tr> <tr> <td colspan="2">Last Month's Payment Enclosed</td> </tr> <tr> <td>Nov. 22, 2008</td> <td>750.98</td> </tr> </table>	Your Account Number: 4833 4920 0009 7646		Total New Balance: \$20,976.52		Minimum Payment Due: \$443.00		Payment Due Date: 11/20/08		Last Month's Payment Enclosed		Nov. 22, 2008	750.98
Your Account Number: 4833 4920 0009 7646														
Total New Balance: \$20,976.52														
Minimum Payment Due: \$443.00														
Payment Due Date: 11/20/08														
Last Month's Payment Enclosed														
Nov. 22, 2008	750.98													

Deposit Date	11/18/2008
Lockbox	0005408
Batch	DOD1052
Amt	\$760.00
Acct/Inv#	483349200D097646
Seq#	357
User1	4B3349
User2	00
Flag 1	48
Flag 2	
Flag 3	
Doc Grp	01
Billed Amt	\$443.00
User Amt	\$20,976.52

L SACCATO INVESTMENTS 1853 KENDALL ST ROSEBURG, OR 97470-5328		8875
Date 11-2-08		8322 703
Pay to the order of	US Bank	\$ 750.00
Seven hundred fifty and <u>00</u> / <u>100</u>		Dozens <input checked="" type="checkbox"/> <small>Security Interest Holder <input type="checkbox"/></small>
Wells Fargo Bank N.A. Des Moines, WA 98004 EDR		
For		
CO 73000 22812 76485 174346380 6675		

Deposit Date	11/16/2005
Lockbox	0005408
Batch	0001052
Amt	\$750.00
Acct#	76485174346380
Chk#	6380
R/T	073000228
Seq#	356
Remitter	
Pymt Type	BO
Ctr	NO
Chk Date	
Flag A	
Flag B	



USB/SACC 000038

Print Images

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Cardmember Service

Requested by: Cynthia Horner

This check image contains confidential information. If you print this image, please store it in a secure place to avoid unauthorized usage of this information. Increased security awareness when discarding or destroying this document is recommended.

Item #29	Check No.: 1183	Sequence No.: 002123025579
Account No.: 4190080866700614	Routing No.: 09100002	Date: 05/17/2005
Amount: \$3600.00		
Front:	<p>U.S. Bank CreditLine Check 1183</p> <p>Lawrence J Saccato 1553 Kendall St ROSEBURG OR 97470</p> <p>Date 5-11-05 17-2/910</p> <p>Pay to the order of US Bank \$ 3600.00</p> <p>Thirty six hundred dollars 00/100</p> <p>USbank Five Star Service Charter</p> <p>www.usbank.com Retail Payment Solutions Payable Through U.S. Bank National Association ND Fargo, ND 58125</p> <p>For 109100002204108667006141183 000003600000</p>	
Back:		

<https://image.us.bank-dns.com/image/JSP/ReportX1.jsp>

USB/SACC 001090

6/16/2011

Print Images

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Cardmember Service

Cardmember Service

Requested by: Cynthia Horner

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1158/SACC 001064

6/16/2011

<https://image.us.bank-dns.com/image/JSP/ReportX1.jsp>

Buckley Declaration Exhibit C
Page 3 of 3

CERTIFICATE OF SERVICE

I am over the age of 18 and am not a party to the within action. I am employed in Multnomah County, State of Oregon, and my business address is 621 SW Morrison St., Suite 1450, Portland, Oregon 97205.

On November 7, 2011, I served the following document(s):

DECLARATION OF STEPHANIE BUCKLEY IN SUPPORT OF DEFENDANT U.S. BANK'S MOTION FOR SUMMARY JUDGMENT

on the party or parties listed on the following page(s) in the following manner(s):

- BY HAND DELIVERY:** For each party, I caused a copy of the document(s) to be placed in a sealed envelope and caused such envelope to be delivered by messenger to the street address(es) indicated on the attached service list.
- BY FEDERAL EXPRESS:** For each party, I caused a copy of the document(s) to be placed in a sealed envelope and caused such envelope to be delivered by Federal Express to the street address(es) indicated on the attached service list.
- BY FIRST-CLASS MAIL:** For each party, I caused a copy of the document(s) to be placed in a sealed envelope and caused such envelope to be deposited in the United States mail at Portland, Oregon, with first-class postage thereon fully prepaid and addressed to the street address(es) indicated on the attached service list.
- BY FACSIMILE:** For each party, I caused a copy of the document(s) to be sent by facsimile to the facsimile number(s) indicated on the attached service list. If this action is pending in Oregon state court, then printed confirmation of receipt of the facsimile generated by the transmitting machine is attached hereto.
- BY E-MAIL:** For each party, I caused a copy of the document(s) to be sent by electronic mail to the e-mail address(es) indicated on the attached service list. If this action is pending in Oregon state court, then I received confirmation that the e-mail was received.
- BY ECF:** For each party, I caused a copy of the document(s) to be sent by electronic mail via ECF to the e-mail address(es) indicated on the attached service list.

I declare under penalty of perjury under the laws of the State of Oregon that the foregoing is true and correct.

/s/Christopher J. Kayser
Christopher J. Kayser

Lawrence James Saccato
c/o 6387 Old Hwy 99 S
Roseburg Oregon 97470